

1 A Exactly.

2 Q But you provide the programming?

3 A Yes.

4 Q Now, when you received faxes from WJUX, when Carol  
5 Montana faxes down to you lists of public service  
6 announcements or BC programming from WJUX that it is  
7 produced by WVOX, you are the network. You control the  
8 network programming. You have complete discretion to reject  
9 or accept those PSAs, correct?

10 A That is correct.

11 Q And if you don't want to carry the WVOX  
12 programming produced by WJUX, you can say, "I don't want to  
13 do it"?

14 A That's correct.

15 Q Okay. Do you know of any other network agreement  
16 whereby the network basically provides 100 percent of the  
17 programming to an affiliate station?

18 A Sure.

19 Q Can you give us some examples?

20 A I worked for one a number of years ago, WREN,  
21 Dover, New Jersey, where they sent an oldies format called  
22 the oldies channel, and we took it 100 percent of the time.

23 Q Do you know of any network that produces all of  
24 the local advertising spots for its affiliate station?

25 A Yes.

1 Q Besides Jukebox Network?

2 A Yes.

3 Q Which one is that?

4 A The one that was on WVNM, Garden State Radio News.

5 Q Garden State Radio, they produce all the local  
6 spots for WVNJ for their entire --

7 A All the local spots? That's what my -- no, I'm  
8 sorry. They provide local spots but not all of them.

9 Q That's local spots in the context of the news  
10 programming, I guess, that they provide to the station?

11 A Yes.

12 Q Do you know of any network that provides all the  
13 local spots for the entire broadcast day, all the station  
14 identifications for the affiliate station, all the news  
15 broadcasts, all the letter broadcasts, all the entertainment  
16 programming and any other programming that's carried by the  
17 affiliate station?

18 A Yes.

19 Q Besides Jukebox Network?

20 A Yes.

21 Q And what would that be?

22 A When I worked for WAW-FM, they provided a network  
23 affiliation agreement to a station out in Long Island, 107.1  
24 FM, who I can't remember, but they set it up as a network,  
25 yeah, and they provided them with everything.

1 Q Was this a station on Long Island that was owned  
2 by the network?

3 A No.

4 Q Did a network own Station WNEW at that time?

5 A It may have.

6 Q Well, you worked there, didn't you?

7 A Yes, that's right. I don't know if Westinghouse  
8 is a network or not.

9 Q Mr. Turro, I want to refer you to -- do you have  
10 the Mass Media Bureau exhibits in front of you?

11 A Yes, sir.

12 Q Turn to page 143 of the Mass Media Bureau exhibit,  
13 Bates stamp 143.

14 A Yes.

15 Q That's your request for a declaratory ruling  
16 regarding --

17 A Yes.

18 JUDGE STEINBERG: Let me just mention that's part  
19 of Bureau Exhibit 8.

20 BY MR. HELMICK:

21 Q I want to direct your attention to page 3 of your  
22 letter where you state that "Any air time purchased by the  
23 primary station by the translator licensee would abide by  
24 the Commission rules regarding purchase of brokered air  
25 time."

1 A Yes,

2 Q And item four below that says, "Advertising may be  
3 solely for broadcast during such brokered air time to  
4 support this program."

5 A Yes.

6 Q When you wrote this letter, sir, what did you mean  
7 by "brokered air time"?

8 A Brokered air time means purchasing air time on the  
9 facility.

10 Q Would it encompass purchasing 100 percent of the  
11 air time on the station?

12 A Oh, it could, sure.

13 Q I'm not asking if it could. I'm asking what was  
14 your -- what was your meaning when you wrote this letter?

15 A One hundred percent of the time?

16 Q It was?

17 A Yes.

18 A In your deposition you stated that you consider  
19 the time brokerage agreement to involve the purchase of  
20 discrete blocks of time?

21 A No, I said a few hours a day, I believe I said.

22 Q That's correct, that's what you said.

23 A Right.

24 Q And do you believe that interpreting your letter  
25 in 1991 to the Commission about the purchase of brokered air

1 time you meant -- in your mind when you wrote that letter  
2 you meant the purchase of 100 percent of the time on a  
3 primary station?

4 A Yes.

5 Q But you didn't state that to the Commission in  
6 your letter, did you?

7 A No, I didn't.

8 Q Do you think that might be important to the  
9 Commission?

10 A I guess I thought if it were important to the  
11 Commission, they would have mentioned it in the return  
12 letter to me.

13 Q Oh, I see. So you tell them certain facts and  
14 don't make a complete disclosure, and they send you a letter  
15 back and --

16 MR. NAFTALIN: Objection. That's very  
17 argumentative.

18 JUDGE STEINBERG: I'll sustain it. If you want to  
19 rephrase it, you can ask it differently.

20 MR. HELMICK: All right.

21 BY MR. HELMICK:

22 Q As a matter of fact, Mr. Turro, the Commissions  
23 has told you that if they had known, according to the  
24 exhibit here, if they had known that you were going to  
25 broadcast 100 percent of the time on the primary station,

1 they never would have given you that declaratory ruling; is  
2 that not correct?

3 A May I see where that's written?

4 Q Turn to Bureau Exhibit No. 1, Bates stamp page 12.

5 A Yes.

6 Q Would you read the second sentence on that -- the  
7 first full paragraph on page 12, the second sentence?

8 A Can you tell me what it starts off with, please?

9 Q "That opinion letter in response," and the  
10 continuing sentence in the next paragraph.

11 A I'm sorry? Read the entire paragraph?

12 Q Go ahead, read the entire paragraph.

13 MR. RILEY: We're at Bates stamp 12?

14 MR. HELMICK: Yes.

15 (Witness reviews document.)

16 THE WITNESS: Okay.

17 BY MR. HELMICK:

18 Q Doesn't that say that if the Commission had known  
19 you were going to broadcast 100 percent of the time on a  
20 primary station, they would have not given you the ruling  
21 that they gave you?

22 A I don't do it on 100 percent time.

23 Q You don't?

24 A MMBI has the capability --

25 Q I'm not asking you -- Mr. Turro, how many times as

1 MMBI either deleted or put in their own programming in the  
2 entire time since you have had a network relationship with  
3 them?

4 A I don't have -- there have been times. I don't  
5 have an accurate representation of it.

6 Q Well, we know there was a time when your network  
7 feed went out and they put their own programming on the air.

8 A That is correct.

9 Q And we know there was two occasions in 1997, in  
10 November, when they had -- or October or November time frame  
11 when they had their local elections in Sullivan County where  
12 they put two -- originated two political spots.

13 Other than those times, are there any other times  
14 that they preempted your network programming?

15 A None that I can recall.

16 Q Thank you, sir.

17 (Pause.)

18 BY MR. HELMICK:

19 Q I think your testimony was this morning, Mr.  
20 Turro, that originally the network agreement with Monticello  
21 Mountaintop Broadcasting, Inc., which was dated and executed  
22 on October 17, 1994, I believe you stated that around  
23 January 1 of 1995 BCCBF ceased to be the network provider.  
24 I think that was your -- and FM 103.1 became the network  
25 provider?

1 A That is correct.

2 Q Now, I also believe you stated that at least there  
3 was some commercial time broadcast on the network prior to  
4 January 1, 1995. There is reference to some political time  
5 that was sold?

6 A Yes.

7 Q That's network political time?

8 A Yes.

9 Q And was that sold by BCCBF?

10 A No.

11 Q Who was it sold by?

12 A It was sold by FM 103.1, Inc.

13 Q Well, I'm confused.

14 If BCCBF was the network provider up until January  
15 1, 1995, how does FM 103, Inc. become a network provider  
16 before January 1?

17 A BCCBF was a not-for-profit organization, and  
18 probably it could have sold the political advertising. I  
19 really don't know. We had FM 103.1, Inc. ready to step in  
20 and take over the commercial entity and for-profit entity.  
21 So FM 103.1, Inc. sold it so that we -- I believe, that we  
22 were obeying the laws of the IRS and not -- you know, not  
23 make the non-commercial a for-profit commercial entity.

24 Q And you have a network agreement between BCCBF, a  
25 not-for-profit entity, and MMBI, a for-profit entity, and we



1 have some other entity out there selling commercial network  
2 time for a network entity that is a not-for-profit entity;  
3 is that correct?

4 A Could you repeat the question, please?

5 Q I dare not repeat the question.

6 MR. HELMICK: I think I would have it read back.

7 JUDGE STEINBERG: Well, the question was you have  
8 a not-for-profit entity, BCCBF, and a for-profit entity,  
9 MMBI.

10 THE WITNESS: Yes.

11 JUDGE STEINBERG: And you have a for-profit  
12 entity, FM 103.1 --

13 THE WITNESS: Yes.

14 JUDGE STEINBERG: -- selling commercial  
15 advertising to be broadcast over a for-profit entity, MMBI,  
16 and, I guess -- FM -- maybe we ought to have it reread.

17 (Laughter.)

18 JUDGE STEINBERG: It was basically how --

19 THE WITNESS: I think I have it. I have it.

20 JUDGE STEINBERG: Basically, how come you have a  
21 for-profit entity selling advertising for a not --  
22 basically, would you agree that FM 103.1, Inc. was doing  
23 this on behalf of BCCBF?

24 THE WITNESS: It was doing it so that we wouldn't  
25 violate -- and I've got to tell you, BCCBF probably could

1 have sold the advertising. I really don't know. I'm sure  
2 it probably could have. But the plan here was from January  
3 1st that the network would become a for-profit entity. And  
4 so there was that transition period there for approximately  
5 two months where you have your not-for-profit, your enhanced  
6 underwriting. You had your for-profit FM 103.1, Inc. And  
7 rather than violate IRS rules, which we probably would have  
8 been doing anyway, we just let FM 103.1, Inc. sell the  
9 commercials and run the -- because it's going to be selling  
10 the commercials anyway after January 1st.

11 BY MR. HELMICK:

12 Q In fact, FM 103.1, Inc. was selling commercials  
13 for a bit of time before October of '94, weren't they?

14 A Yes.

15 Q When did they begin selling commercials,  
16 commercial time?

17 A An approximation would be some time in March of  
18 1993. It would be an approximation.

19 Q And this was selling commercial time for what?

20 A It was selling commercial -- it was selling 30  
21 second commercials for the translator.

22 Q The translator where, at Fort Lee, New Jersey?

23 A Yes.

24 Q W276AQ?

25 A That is correct.

1 Q And you would be the -- you are the sole  
2 shareholder of FM 103, Inc?

3 A That is correct.

4 Q FM 103.1.

5 A Inc.

6 Q Now, sir, what percentage of -- sorry. FM 103.1,  
7 Inc., they are Jukebox Network today?

8 A Yes.

9 Q And they were Jukebox Network -- they had been  
10 Jukebox Network ever since, using your -- a date which you  
11 came up with, ever since January 1, 1995?

12 A That is correct.

13 Q Okay. With the exception of these local spots  
14 that were sold in October - November 1997 time frame, the  
15 network -- all the commercial spots broadcast by WJUX were  
16 originated by Jukebox Network?

17 A Yes.

18 Q And those would be sold by FM 103.1, Inc.?

19 A Yes.

20 Q What percentage of the local spots -- of the  
21 network spots sold by FM 103.1, Inc. are bought by Bergen  
22 County business establishments, an estimate?

23 A Bergen County businesses?

24 Q Yes.

25 A Forty-five percent.

1 (Pause.)

2 Q Do you still have your deposition transcript  
3 before you, sir?

4 A Yes.

5 Q Would you turn to page 157 in your deposition  
6 transcript?

7 A Yes.

8 Q And look at line 23 on page 157?

9 A Yes.

10 Q And read through page 158, line seven.

11 A Okay.

12 Q Does that refresh your recollection, sir, as to  
13 the percentage of network spots are bought or focused on  
14 Bergen County and what percentage are focused on Sullivan  
15 County?

16 JUDGE STEINBERG: That wasn't the original  
17 question. The original question was bought.

18 THE WITNESS: I believe your question was what  
19 percentage of Bergen County businesses buy advertising on  
20 the network, and I said 45 percent.

21 JUDGE STEINBERG: You might want to ask the  
22 follow-up question --

23 MR. HELMICK: All right.

24 JUDGE STEINBERG: -- using the other word.

25 MR. HELMICK: I see where the problem is, the

1 deposition stating -- you are stating on the deposition is a  
2 little -- is a different question.

3 BY MR. HELMICK:

4 Q What percentage of the network ads -- we'll use  
5 the deposition statement language -- are focused towards  
6 Bergen County as opposed to Sullivan County?

7 A I'm sorry? Mr. Helmick, what page is that on?

8 Q What -- you don't have to look at the deposition.

9 A Okay.

10 Q What portion of the Jukebox Network commercial  
11 advertisements are focused towards Bergen County business as  
12 opposed to Sullivan County businesses?

13 A Focused?

14 Q That's the word that was used in the deposition.

15 A About 90 percent.

16 Q Ninety percent being what? Focused towards Bergen  
17 County businesses?

18 A Bergen County, Rockland regional -- actually, it  
19 may even be less than that now that I think about it. Maybe  
20 as little as 80 percent.

21 Q Mr. Turro, what portion of -- to your knowledge,  
22 since you are the principal of Jukebox network, what would  
23 be your estimate as to what portion of the non-entertainment  
24 programming broadcast by the network -- by non-entertainment  
25 programming I mean news, weather, public service

1 announcements, public affairs programming, exclusive of  
2 commercial time -- do you understand the question?

3           Forget the music programming broadcasting by the  
4 network, forget the commercial time sold by the network.  
5 Restrict your focus on news, public affairs, public service  
6 announcements, weather, and any other programming that may  
7 fall through the cracks that's not music program, not  
8 musical entertainment programming and not commercial time.

9           Looking at that programming, what portion of  
10 Jukebox Radio Network programming is directed or focused  
11 towards Bergen County and what portion is focused towards  
12 Sullivan County and the surrounding service area of WJUX?

13           A     I would just have to take a rough stab at that. I  
14 would have to sit down and figure it out, but it would  
15 probably be better than 60 percent Sullivan County.

16           Q     Is that today, sir?

17           A     Yes.

18           Q     Let's look at the time period -- I should have put  
19 a time period on this. The time period from the time  
20 Jukebox went on the air in October of 19 -- in '94, until  
21 say August of 1995.

22           A     I can't accurately answer that.

23           Q     Now, using your figure right now, assuming your  
24 figure of 60 -- what did you say, 60 percent --

25           A     Yes, sir.

1 Q -- for Sullivan County now?

2 A Yes, sir.

3 Q Using that estimate now, what would you say the  
4 percentage of programming would be in that time period I  
5 gave you, early 1995?

6 A I can't venture a guess.

7 (Pause.)

8 Q Now, one follow-up question. I just noticed I  
9 forgot to ask you on when we were discussing, remember the  
10 differences in concept between a network affiliation  
11 agreement and time brokerage agreement? Remember those  
12 lines of questions?

13 I want to refer you to page -- Bates stamped page  
14 118 of the Mass Media Bureau exhibits. It would be Mass  
15 Media Bureau Exhibit 8. This is your response of July 27,  
16 1995, to Mr. Goldstein?

17 A Yes.

18 Q And would you look at the last -- would you read  
19 to yourself the last sentence of the continuation paragraph?

20 A I'm sorry. What does that start off with?

21 Q It starts, "While I do not believe." It's the  
22 last sentence in that continuation paragraph.

23 MR. NAFTALIN: What page are you on? I'm sorry.

24 JUDGE STEINBERG: Page 118.

25 MR. HELMICK: Bates stamp page 118.

1 MR. NAFTALIN: Thanks.

2 (Witness reviews document.)

3 BY MR. HELMICK:

4 Q Have you read that, sir?

5 A Yes.

6 Q You did state -- represent to the Commission that  
7 you did not believe that the network affiliation agreement  
8 with WJUX was a brokerage agreement? Is that not what that  
9 says, sir?

10 A Yes.

11 Q Thank you.

12 JUDGE STEINBERG: Yes, that's not what it says, or  
13 yes, that's what it says?

14 THE WITNESS: Could you repeat the question,,  
15 please?

16 BY MR. HELMICK:

17 Q Did you not represent to the Commission that the  
18 network affiliation agreement you had with WJUX, you  
19 believed that that network affiliation agreement was not a  
20 brokerage agreement?

21 A Did you start that question by saying, "did you  
22 not"?

23 Q No, let's -- all right, let me -- and I apologize.  
24 I'm not trying to trick you or mess you up here. I think  
25 everyone is getting tired. I apologize.



1           Did you state to the commission in your response  
2   of July 27, 1995, to Mr. Goldstein that you did not -- you  
3   believe that the network affiliation agreement that you had  
4   with WJUX was not a brokerage agreement?

5           A     Yes.

6           Q     Thank you.

7           Mr. Turro, this is just a one item question. You  
8   have testified that the Pomona receiving antenna -- excuse  
9   me. I have to restate this. That the Fort Lee receive  
10   antenna pointed towards the Pomona facility, correct; you  
11   understand that?

12           The Fort Lee facility on the rooftop of  
13   Mediterranean Towers has a series of antennas; one of which  
14   is pointed towards Pomona; one of which is pointed towards  
15   Monticello?

16           A     Yes.

17           Q     On the day that the FCC inspector did his signal  
18   generation test that you became extremely irritated, that  
19   was on May 15, I believe, 1995?

20           A     Yes.

21           Q     I believe your testimony was that on that date the  
22   Fort Lee facility was not utilizing the rooftop antenna  
23   pointed towards Pomona but was utilizing an antenna in the  
24   basement?

25           A     That is correct.

1 Q And that furthermore the rooftop antenna pointed  
2 towards Pomona had been vandalized?

3 A Well, it had been vandalized prior to that and I  
4 had repaired it and stuck it back in its mount.

5 Q Was that the only antenna on the roof that was  
6 vandalized?

7 A No.

8 Q What other antennas were vandalized?

9 A The antenna for WJUX Monticello had been  
10 vandalized also.

11 Q Did you report any -- do you have any records of  
12 reporting this to the police or anything?

13 A No.

14 Q What was the -- what did they do to vandalize it?

15 A Someone took the four volts that hold the antenna  
16 for Pomona, it's mounted on a pipe, they took out the four  
17 volts, loosened them, and pulled the antenna down on the  
18 roof, where I might add it still worked and still played. I  
19 only found out by accident that it happened. I went up  
20 there to check the facility, which I do maybe once a month  
21 sporadically, and i went up there and saw the antenna on the  
22 roof, and I knew that someone had loosened it because all  
23 the bolts were taken out.

24 Then another period later someone had -- on  
25 another occasion someone had cut the cables for the

1 Monticello receive facility, which was further away from  
2 that, and just removed it.

3 JUDGE STEINBERG: If the Pomona antenna -- you  
4 said the Pomona antenna, they loosened the bolts and they  
5 took the bolts with them?

6 THE WITNESS: No. They left them on the ground.

7 JUDGE STEINBERG: Okay, they left them on the  
8 ground.

9 THE WITNESS: On the rooftop.

10 JUDGE STEINBERG: So the antenna was flopped over  
11 on the roof?

12 THE WITNESS: Yes.

13 JUDGE STEINBERG: But it still worked anyway?

14 THE WITNESS: Yeah.

15 JUDGE STEINBERG: Then why did you put it in the  
16 basement?

17 THE WITNESS: Well, because I figured the next  
18 time they would come back and steal that or take that  
19 because they had taken the one for WJUX Monticello. So I  
20 said if someone is going to play games with these things,  
21 let me put it where no one can get to.

22 MR. ARONOWITZ: Could we go off the record for one  
23 second, Your Honor?

24 JUDGE STEINBERG: Yes.

25 (Pause off the record.)

1 JUDGE STEINBERG: Okay, back on the record.

2 BY MR. HELMICK:

3 Q Mr. Turro, if you were so concerned with  
4 vandalization of your equipment on the roof of the  
5 Mediterranean Towers, why didn't you just permanently move  
6 your facilities down in the basement?

7 A I basically did.

8 Q Are you operating from the basement of the  
9 Mediterranean Towers this day?

10 A No.

11 Q Mr. Turro, there is a statement on page 2 of your  
12 direct testimony, which is Turro Exhibit No. 1, you don't  
13 need to look at it.

14 A Okay.

15 Q It just says that you have had a dream to fill a  
16 radio niche for Bergen County, and that for many years it's  
17 been your dream to provide FM radio service to Bergen  
18 County.

19 A That is correct.

20 Q You began operating the Fort Lee translator in  
21 1986; did you not, sir?

22 A Correct. March 13, 1986.

23 Q And what was the translator rebroadcasting at that  
24 time?

25 A WPST Trenton.

1 Q And did it continue to broadcast that station for  
2 how long?

3 A A few years.

4 Q Okay. In any rate, about four months after you  
5 were on the air with the Fort Lee translator, you went to  
6 the Commission and you sought a waiver of the rules to  
7 originate programming focused towards Bergen County on your  
8 Fort Lee translator; did you not, sir?

9 A That is correct.

10 Q And that request was denied by the staff, correct?

11 A Yes.

12 Q Denied by the full Commission review?

13 A Yes.

14 Q And the Commission's denial was sustained by the  
15 Court of Appeals on -- the D.C. Court of Appeals?

16 A Yes.

17 Q So the Commission basically said, no direct  
18 origination other than your 30 second commercial spots on  
19 the Fort Lee translator?

20 A Basically, yes.

21 Q Now, on July of 1989, you filed comments MM Docket  
22 88-140, urging that the FCC amend its translator rules to  
23 permit translators such as W276AQ serving counties with no  
24 present or future possibility of FM allocations to originate  
25 programming, did you not, sir?

1 A That sounds correct.

2 Q And this proposal was again rejected by the  
3 Commission?

4 A Yes.

5 Q And upon reconsideration was denied?

6 A Yes.

7 Q So once again the Commission said no direct  
8 origination on your Fort Lee translator?

9 A Yes.

10 Q Now, in January 1991, you file this request for an  
11 informal declaratory ruling with the Commission staff,  
12 requesting whether it's permissible to broker air time on a  
13 primary FM station?

14 A That is correct.

15 Q And later that year Roy Stewart sent the letter  
16 which he had a number of conditions in it, but basically  
17 said that if you meet these conditions, they would approve  
18 the brokerage of air time on a primary FM station via  
19 translator license?

20 A Yes.

21 Q I believe yesterday you used the logic to -- the  
22 logical argument to say that the Commission rules permit a  
23 primary FM station to provide technical assistance to a  
24 translator operator, and the rules are silent as to whether  
25 the translator operator can provide technical assistance to

1 the primary station. Logic would dictate that the  
2 translator operator should be permitted to provide technical  
3 assistance to the primary station.

4 A That's what I said, yes.

5 Q Okay. Now, using the same logic, sir, the  
6 Commission had told you over and over again that you cannot  
7 originate programming on a translator station in Fort Lee,  
8 New Jersey, you cannot directly originate programming on  
9 that translator in Fort Lee, New Jersey, right?

10 A Thirty seconds an hour you can, yes.

11 Q Other than the 30 seconds an hour?

12 A And emergency messages.

13 Q Wouldn't logic dictate that you cannot indirectly  
14 originate programming on a Fort Lee translator by producing  
15 all the programming in Dumont, New Jersey, sending it up to  
16 WJUX, and bringing it back down to Fort Lee, New Jersey?

17 MR. NAFTALIN: Object to the question. It's  
18 assuming some kind of uniform definition of logic or the two  
19 situations are so the same that the same logic would apply.

20 JUDGE STEINBERG: Well, I'll overrule the  
21 objection. Let's hear what the answer is.

22 THE WITNESS: I don't understand the question.

23 MR. HELMICK: I think the question speaks for  
24 itself. I will leave it in the record as the way it is.

25 (Pause.)

1 MR. HELMICK: I'll rephrase this question, just  
2 think that this might really simplify it.

3 BY MR. HELMICK:

4 Q Logically that which you cannot do directly you  
5 should not be able to do indirectly, would that follow  
6 logically?

7 MR. RILEY: Irrelevant, Your Honor. I think we  
8 are getting --

9 JUDGE STEINBERG: I would rather keep it in  
10 specifics because --

11 MR. HELMICK: All right. Well, we will come back  
12 to that question.

13 JUDGE STEINBERG: I would rather keep it in  
14 specifics.

15 MR. HELMICK: All right.

16 JUDGE STEINBERG: There might be logically things  
17 that you can't do but the task code lets you do.

18 MR. HELMICK: That's fine, Your Honor. Let's not  
19 belabor that.

20 JUDGE STEINBERG: Depending on how you structure  
21 yourself.

22 BY MR. HELMICK:

23 Q All right, Mr. Turro, in 1993, you did acquire a  
24 broadcast outlet in Bergen County, did you not, sir?

25 A Yes.



1 Q And what was that?

2 A WRRH Franklin Lakes.

3 Q And that's -- were those the call letters when you  
4 acquired the station?

5 A Yes.

6 Q And you subsequently changed the call letters to  
7 WJUX?

8 A Yes.

9 Q And WJUX Franklin Lakes was a 10 watt non-  
10 commercial station?

11 MR. NAFTALIN: Objection as to relevance.

12 MR. HELMICK: It's a background question, Your  
13 Honor.

14 JUDGE STEINBERG: I'll accept that for  
15 presentation.

16 THE WITNESS: Yes.

17 MR. NAFTALIN: Okay.

18 BY MR. HELMICK:

19 Q And you in fact operated WJUX Franklin Lakes for a  
20 period -- when did you go on the air in 1993? March,  
21 sometime around there?

22 A Yes, around there.

23 Q And you operated WJUX in Franklin Lakes from March  
24 1993 through October 25 of 1994, did you not, sir?

25 A Approximately.